

AGREEMENT BETWEEN
THE FRANKLIN BOARD OF EDUCATION
AND
THE FRANKLIN SECRETARIAL ASSOCIATION
JULY 1, 2006 - JUNE 30, 2009

- a. "Immediate Supervisor" is that person who has charge of the employee and evaluates his/her performance and is responsible for deciding, carrying out, formulating or implementing the subject matter in the dispute.

Level 2: In the event that the complainant is dissatisfied with the decision of his/her immediate supervisor or in the event that the controversy cannot be settled at Level 1, then in that case, the complainant shall have the right to refer the said controversy to the person next in administrative responsibility who shall be the Principal of the respective school wherein the controversy exists. Upon referral of a complaint to the Principal, the complainant and the immediate supervisor may submit a written report, together with the supporting data or information setting forth the reasons for the controversy and his/her recommended disposition by said school Principal. Therefore, the respective school Principal may review the matter informally if both parties agree, or if not, he/she shall set a time and a place for a hearing and review of the complaint in the presence of the complainant and his/her respective supervisor not more than five (5) school days thereafter and the Principal shall render his/her decision unless both parties shall consent to an extension of said times.

Level 3: In the event that the controversy cannot be settled by the respective school Principal, or if the decision reached after hearing is not acceptable to the employee, the employee shall, within five (5) days after the decision of the Principal, have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

- a. Upon referral of a complaint to the Superintendent of Schools, the respective Principal to whom the appeal was first made may prepare a written report of his/her findings and decision, which said report shall be submitted to the Superintendent of Schools and the complainant. The Superintendent of Schools may review the matter informally if both parties agree, or if not, he/she shall thereupon schedule a hearing date not more than ten (10) days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his/her decision within five (5) days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level 4: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent, the complainant, within ten (10) days thereafter, shall notify the Superintendent of his/her intention to exercise his/her right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor, the respective school Principal and the Superintendent of Schools, whereupon the School Board, at its next regularly convened monthly meeting, or at a special meeting called by the Board for the purpose of hearing the controversy, shall afford all parties an opportunity to be heard.

- a. Upon application for review by the Board of Education, the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his/her findings for the Board of Education which said report shall be submitted to the complainant for his/her review at least five (5) days prior to the scheduled hearing of the case by the Board.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to make available to the Association upon request:

1. Information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purpose of mailing, informing, and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purpose of proposal calculation only.
2. Whenever any member-representative of the Association is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
3. Representatives of the Association shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association-declared emergency), whereupon the permission for said use shall not be unreasonably withheld.
4. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request and at such times set by the Administration but in no event during school hours.
5. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at a price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.
6. The Association shall be provided with a bulletin board for official business in the faculty lounge which shall be maintained by the Association.

ARTICLE V
SCHOOL CALENDAR

1. All secretarial and clerical employees employed as part of the secretarial and clerical unit will have the following work schedule to include a seven and a half hour work day:

	<u>Monday-Thursday</u>	<u>Friday</u>
Secretary to Elementary Principal/Vice Principal	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
Receptionist/Secretary to Guidance	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
Secretary to Child Study Team / Vice Principal	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
*P/T Secretary to Child Study Team	15 hours per week	

ARTICLE VI
ABSENCES

A. Absence for personal illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.
2. All full-time employees shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Part-time child study team secretary shall receive ten (10) sick days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
4. In cases of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.
5. In all absences or sick leave exceeding three consecutive school days, the employee may be required to file a physician's certificate with the Superintendent.
6. All unit secretaries/clerks will call their immediate supervisor by 7:00 A.M. when they are ill and unable to report to work. Additionally, secretaries will call the sub service on days when school is in session.

B. Absence due to a death in the employee's immediate family or household

1. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days which shall be taken within fourteen (14) calendar days of the death.
2. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, or brother and grandchildren.

C. Absence due to a death of non-immediate members of the family

1. Absence due to a death in the employee's non-immediate family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. If an outside substitute is called for the remaining two days, substitute's pay will be deducted from the employee's salary.

D. Personal leave

1. Three (3) days' leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the immediate supervisor one week prior to the days requested. For consecutive personal days to be taken, the reason must be given to the immediate supervisor and prior approval will be at the discretion of the immediate supervisor.

In case the three days without loss of pay are not utilized in a given year, they will accrue to the employee's sick leave.

- B. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. Secretaries will be offered the direct deposit option provided to teachers beginning September 2006.
- C. Employees may receive paychecks prior to vacation. When a payday falls on a secretary's vacation, and if the secretary wishes to be paid on the Friday prior to the start of the vacation, this will be accomplished if the secretary notifies the Business Administrator/Board Secretary in writing prior to the first of the month in which the vacation falls.

ARTICLE VIII **PAID VACATION**

Full time employees are entitled to paid vacations as follows:

Less than one year	1 day per month to a maximum of five (5) days
Entering 1 year	2 weeks
Entering year 4	2 weeks plus 1 day
Entering year 5	2 weeks plus 2 days
Entering year 6	2 weeks plus 3 days
Entering year 7	2 weeks plus 4 days
Entering year 8	3 weeks
Entering year 13	3 weeks plus 3 days
Entering year 18	4 weeks

Typically, vacations will be taken during non-school days (days when students are not in attendance) unless at the discretion of the immediate supervisor with written approval of the Superintendent, a vacation will be permitted during the time school is in session. Floating holidays may be added to vacation days (see Article V). Unused vacation days may be carried over into the next calendar year to a maximum of four (4) days.

ARTICLE IX **INSURANCE PROTECTION**

- 1. The Board shall continue to provide the Health Care Insurance protection as provided by the FEA negotiated contract for full time employees. (Part-time secretaries shall not receive these benefits.)
- 2. **Dental Plan**

The Association shall be entitled to benefit as set forth in the agreement between the Franklin Education Association and the Board of Education in regard to a Family Dental Plan for full time employees. (Part-time secretaries shall not receive these benefits.)

ARTICLE X **MISCELLANEOUS**

- 1. **File**

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate

6. **Reduction in Force**

Any reduction in force will be done on a seniority basis. Should a vacancy arise in a secretarial/clerical position, full consideration is to be granted to the present employees in filling vacant positions.

7. **Sick Leave Reimbursement**

Upon retirement, each employee shall be entitled to be reimbursed \$30.00 for each unused day of sick leave which has been accumulated by the employee during the course of employment with a cap of \$3,000 maximum reimbursement.

8. **New Employees**

New employees will be hired at a salary proportionate to salaries being paid to present employees based upon experience and skill, subject to secretarial-clerical salaries being under the control of the Board of Education.

9. **Salary Increases**

Salary increases for secretaries/clerks shall be divided as follows:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Christine Napovier Secretary to Child Study Team /Vice Principal	\$28,206	\$29,320	\$30,493
Judith Goldsworthy Secretary to Guidance/Receptionist	\$35,552	\$36,956	\$38,435
Connie Cholminski Part-time Child Study Team/Vice Principal	\$8,368	\$8,699	\$9,047
Louise Murphy Secretary to Principal/Vice Principal	\$31,997	\$33,261	\$34,592

Note:

b. New hires*	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Full time secretaries will begin at <u>no less than</u>	\$27,934	\$28,758	\$29,908
and			

New part time secretaries will be prorated on this
base salary.

*The salary for new hires shall be increased at the rate of 1% less than the percent increase for secretaries on the guide above.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge, and agree that this contract agreement shall constitute the Agreement between the Association and the Board until further modified in accordance with the provisions thereof.

DATE: 6/26/06

FRANKLIN SECRETARIAL ASSOCIATION

by: Maria Garrera Susan Ottogalli 6/12/06
Maria Garrera & Susan Ottogalli, FEA Co-Presidents

FRANKLIN BOARD OF EDUCATION

by: Mary Alonso
Mary Alonso, President

ATTEST:

William J. Sabo
William J. Sabo
Business Administrator/Board Secretary